

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 74	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 68HE0H18R0022		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/08/2018	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY CODE HPOD HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION			
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1300 ES</u> local time <u>06/07/2018</u> (Hour) (Date)			
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:	A. NAME Keith Westry		B. TELEPHONE (NO COLLECT CALLS)
	AREA CODE 202	NUMBER 564-9863	C. E-MAIL ADDRESS westry.keith@epa.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>0</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER			18. OFFER DATE	

AWARD (To be completed by government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Keith Westry				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	----- ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES ----- ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES: in accordance with the Performance Work Statement. This solicitation is for the Full and Open Competition.				

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SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 DESCRIPTION OF CONTRACT

This requirement is for the U.S. Environmental Protection Agency (EPA) to obtain laboratory assay and related scientific technical support services to support the EPA Office of Science Coordination and Policy (OSCP).

This is a multiple award Indefinite-Delivery, Indefinite Quantity (IDIQ) contract. Task Orders will be firm-fixed price (FFP) or time-and-materials (T&M) or a combination of both pricing structures. Work to be performed under this contract shall be ordered through task orders placed pursuant to the ordering procedures outlined in Section B. All Task Orders placed under this contract will be within the scope of the contract Performance Work Statement (Attachment 1).

B.2 EPA-H-16-101 ORDERING UNDER MULTIPLE-AWARD CONTRACTS

The Contracting Officer will follow the procedures of FAR 16.505 in conjunction with the procedures in this section when placing task orders under this multiple-award indefinite-delivery/indefinite-quantity (ID/IQ) contract. The Contracting Officer has broad discretion in developing order placement procedures.

(a) Fair Opportunity. In accordance with FAR 16.505(b)(1)(i), the Contracting Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,500 issued under multiple-award task-order contracts, except as provided in FAR 16.505(b)(2).

(b) Request for Offers. To initiate a new task order, the Contracting Officer will issue a Request for Task Order Proposal (RFTOP) to the multiple-award contract holders. At a minimum, an RFTOP will contain the following information:

- (1) RFTOP number;
- (2) RFTOP title;
- (3) Statement requesting an offer for services and/or construction, if applicable, to be performed;
- (4) Submission instructions for offers;
- (5) Evaluation procedures;
- (6) Task order statement of work (SOW)/performance work statement (PWS);
- (7) Task order terms and conditions if applicable;
- (8) Due date for offers; and
- (9) Any necessary attachments or supplemental information; e.g., Department of Labor wage determination.

(d) Conflict of Interest Certification. For each task order RFTOP, the Contractor shall search and report any actual or potential conflicts of interest within seven (7) business days of receiving the task order RFTOP and must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist.

Upon award of a task order and thereafter, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest throughout the life of the task order. In addition, the Contractor must certify that its personnel performing work under the task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order or other work relating to the site.

(e) Submission of Offers. The Contractor shall submit an offer in response to the RFTOP in accordance with the submission instructions provided in the RFTOP. Preparation of offers and revisions to those offers may not be charged directly to this contract. In the event a Contractor does not plan to submit an offer in response to a task order RFTOP, the Contractor notify the Contracting Officer electronically through FedConnect within five (5) business days of the RFTOP issuance.

(f) Evaluation of Offers. The Government will evaluate all offers received in accordance with the evaluation

procedures in the RFTOP.

(g) Task Order Award. Following the evaluation of offers, the Contracting Officer will award a task order to the multiple-award Contractor whose offer represents the best value to the Government. The Contracting Officer will make award by issuing a task order on Optional Form 347. The Contractor shall acknowledge receipt of each task order within 2 calendar days of receipt.

(h) Task Order Terms and Conditions. The contract includes clauses that may be applicable on certain task orders and would need to be filled in depending on the task order requirements. The RFTOP will identify such clauses and the required information. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the RFTOP and task order.

(i) Task Order Type. This is an IDIQ contract for the supplies or services specified, and effective for the period stated, in the Schedule. Firm-fixed price (FFP), Time-and-materials and labor-hour (T&M/LH) or a combination of both type task orders may be written against this contract.

(j) Protest. Contractors may not protest the award of the task orders issued under the resultant contracts, except on the grounds that the order increases the scope, period, or maximum value of the contract or orders valued in excess of \$10 million. In accordance with the procedures of FAR 33.103, prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

(k) FedConnect. RFTOPs will be sent through FedConnect to each awardee and responses will be required electronically through FedConnect. If a contractor chooses not to submit a proposal in response to the RFTOP, the contractor shall notify the Contracting Officer electronically through FedConnect within five (5) business days of the RFTOP issuance.

B.3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TASK ORDER OMBUDSMAN

Tommie L. Madison, Jr., Acting Agency Advocate for Competition
USEPA Headquarters, Office of Acquisition Management
1200 Pennsylvania Avenue, N. W.
Mail Code: 3801R
Washington, DC 20460
Phone: 202-564-2556
Email: MADISON.TOMMIE@EPA.GOV

B.4 EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$25,000.00 for each contract awarded under the requirement. The amount of all orders shall not exceed \$25 million combined for all contracts.

The maximum represents the Government's total potential requirement for all of the multiple award contracts awarded. The Government is not obligated to order the maximum from a contractor, and that the maximum of each contract will ultimately depend on the number and size of the task orders received by the contractor under the contract.

B.5 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

SEE ATTACHMENT 2, PRICING DOCUMENT

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.211-79	Compliance with EPA Policies for Information Resources Management. (JAN 2012)

C.2 Local Clauses EPA-C-10-101 PERFORMANCE WORK STATEMENT /PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

SECTION D - PACKAGING AND MARKING

There are no clauses in this Section.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.246-2	Inspection of Supplies - Fixed-Price. (AUG 1996)
FAR	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
FAR	52.246-6	Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC2014)

(a) The contractor shall comply with the higher-level quality standard selected below:

Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) (dated 03/20/01-Reissued May 2006)

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Project Officer. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	As stated in the Request for Task Order Proposal

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by the EPA Contracting Officer's Representative.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph

(a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.242-15	Stop-Work Order. (AUG 1989)
FAR	52.242-17	Government Delay of Work. (APR 1984)

F.2 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of each IDIQ shall be from the date of award plus 60 months. Task orders may be placed at any point during the stated period of the contract.

Each individual task order will have its own stated period of performance. Task orders may extend for a period no longer than 180 days beyond the expiration date of the contract.

(End of clause)

F.3 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)

(a) The Contractor shall furnish 1 copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual cost per hour to date with the average total cost per hour of the approved work plans.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor hours.
 - (iii) For the cumulative reporting period and the cumulative contract period display: The negotiated and expended direct labor hours (by EPA labor hour category) and the loaded direct labor rate.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
 - (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
 - (g) The reports shall be submitted to the following addresses in conjunction with invoice submittal each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Address (email and/or shipping)
1	Contracting Officer's Representative.	TBD
1	Contracting Officer	Westry.keith@epa.gov

(End of clause)

F.4 EPAAR 1552.211-75 WORKING FILES (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
EPAAR	1552.208-70	Printing. (SEP 2012)

G.2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

EPA Headquarters Office of Acquisition Management (OAM) Contracting Officers

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task order, depending upon which is provided, within 5 business days of receipt.

(d) Prior to the placement of any task order, the Contractor will be provided with a proposed Performance Work Statement and will be asked to respond with detailed technical and cost proposals within 30 business days or less. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within 5 business days.

(End of clause)

G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Invoices or request for contract financing payment shall be submitted to the following email: RTPreceiving@epa.gov. Copy the Contract Level COR and the TOCOR on the email submission. A copy of the invoice shall also be sent through FedConnect to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to

furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified in Attachment 5 of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

The contractor shall provide detailed reports on an as-needed

basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The

contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

G.5 EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

TBD

Contracting Officials responsible for administering this contract are as follows:

Keith Westry

G.6 EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

[FILLIN#1# Property Administrator's name, organization, address, email address, and phone number (if applicable)] (To Be Inserted at Task Order Level)

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
EPAAR	1552.203-71	Display of EPA Office of Inspector General Hotline poster. (JUL 2016)
EPAAR	1552.209-71	Organizational conflicts of interest. (MAY 1994) - Alternate I (MAY 1994)
EPAAR	1552.209-75	Annual certification. (MAY 1994)
EPAAR	1552.223-72	Use and care of laboratory animals. (MAR 2015)
EPAAR	1552.235-70	Screening business information for claims of confidentiality. (APR 1984)
EPAAR	1552.235-71	Treatment of confidential business information. (APR 1984)
EPAAR	1552.235-79	Release of contractor confidential business information. (APR 1996)
EPAAR	1552.235-80	Access to confidential business information. (OCT 2000)

H.2 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The offeror ___ is ___ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

H.3 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions

which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.4 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H.5 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of provision)

H.6 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

H.7 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

H.8 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program

office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

(End of clause)

H.9 EPAAR 1552.237-70 CONTRACT PUBLIC REVIEW PROCEDURES. (APR1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within business days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H.10 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills

in details; completes the general descriptions of work shifts emphasis among work areas or tasks;
and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H.11 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager

Deputy Program Manager

Quality Assurance Officer

Principal Investigator (Ecotoxicology)

Principal Investigator (Mammalian Studies)

Principal Investigator (Chemical Repository)

Principal Investigator (Data Coordination Center)

Principal Investigator (In vitro Studies)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 business days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 business days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H.12 1552.237-75 PAPERWORK REDUCTION ACT.

As prescribed in [1537.110](#), insert this contract clause in any contract requiring the collection of identical information from ten (10) or more public respondents.

Paperwork Reduction Act (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 *et seq.* applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

H.13 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) business days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) business days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H.14 EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.15 EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.16 EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H.17 EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

For each task order (TO) request for offer, the Contractor shall provide the Contracting Officer a conflict of interest certification within seven (7) business days of receipt of the task order request for offer. Where TOs are issued for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO, or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.18 EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H.19 EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.20 EPA-H-28-106 INSURANCE-WORK ON A GOVERNMENT INSTALLATION

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

- (1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;
- (2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;
- (3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence; and
- (4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.21 EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Performance Work Statement (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Performance Work Statement

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Performance Work Statement

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc

H.22 EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained [FILLIN#1#Identify position and job duties under contract].

(2) Description of circumstances necessitating the training. [FILLIN#2#Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Performance Work Statement and job duties under the contract].

(3) Estimated cost [FILLIN#3#Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.23 EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.24 EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

[TBD]

H.25 EPA-H-39-102 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS

As a part of its proposal, the offeror shall include a listing of those personnel who will require access to EPA computers in the performance of the anticipated contract. See the "Access to EPA Computers" clause for additional information regarding computer access.

H.26 EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

H.27 EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January - Third Monday	Martin Luther King Day
February - Third Monday	Washington's Birthday
May - Last Monday	Memorial Day
July 4	Independence Day
September - First Monday	Labor Day
October - Second Monday	Columbus Day
November 11	Veterans Day
November - Fourth Thursday	Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions, the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

$365 \text{ calendar days/year} - 10 \text{ Federal holidays} - 104 \text{ Saturdays/Sundays} = 251 \text{ days/12 months}$
 $= 20.92 \text{ days/month, rounded up to 21 days/month}$)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

H.28 EPA-H-44-101 TEAM SUBCONTRACTOR AGREEMENTS

The contractor shall provide, within five (5) business days of award notice, one copy of each proposed team subcontract agreement, when applicable, to the Contracting Officer. A copy of the executed team subcontract and any subsequent modifications shall also be provided to the Contracting Officer within 10 business days of execution.

H.29 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Time-and-Materials (T&M) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
FAR	52.232-1	APR 1984	PAYMENTS
FAR	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT

FAR	52.232-11	APR 1984	EXTRAS
FAR	52.243-1	AUG 1987	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)
FAR	52.246-2	AUG 1996	INSPECTION OF SUPPLIES—FIXED-PRICE
FAR	52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
FAR	52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

H.30 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TYPE TASK ORDERS

During Task Order performance, the contractor shall adhere to all contract-level clauses applicable to Task Orders, however the following list of contract clauses do not apply to Task Orders that are Firm-Fixed-Price (FFP) type:

<u>REGULATION</u>	<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR	52.232-7	AUG 2013	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR	52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT
FAR	2.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION
FAR	52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOUR
FAR	52.246-6	MAY 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR
FAR	52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

SECTION I - CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-14	Display of Hotline Poster(s). (OCT 2015)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel.
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2016)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR	52.210-1	Market Research. (APR 2011)
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
FAR	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)
FAR	52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)
FAR	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.219-8	Utilization of Small Business Concerns. (NOV 2016)
FAR	52.219-9	Small business subcontracting plan. (JAN 2017)
FAR	52.219-14	Limitations on Subcontracting (JAN 2017)
FAR	52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)

FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (SEP 2016)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.224-1	Privacy Act Notification (APR 1984)
FAR	52.224-2	Privacy Act (APR 1984)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.227-17	Rights in Data--Special Works (DEC 2007)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.230-1	Cost Accounting Standards Notices and Certification (OCT 2015)
FAR	52.230-2	Cost Accounting Standards (OCT 2015)
FAR	52.230-6	Administration of Cost Accounting Standards (JUN 2010)
FAR	52.230-7	Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JAN 2017)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
FAR	52.233-1	Disputes. (MAY 2014) – Alternate I (DEC 1991)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.237-3	Continuity of Services. (JAN 1991)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (Jan 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)
FAR	52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.244-6	Subcontracts for Commercial Items. (JAN 2017)
FAR	52.245-1	Government Property. (JAN 2017)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)

FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)

I.2 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established

catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instruction contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$25 million;
- (2) Any order for a combination of items in excess of \$25 million; or
- (3) A series of orders from the same ordering office within 7 business days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration of the contract.

(End of clause)

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the base contract.

(End of clause)

I.7 FAR 52.228-5 -- INSURANCE – WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.8 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.9 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified

individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPA (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 EPA-J-52-101 LIST OF ATTACHMENTS

ATTACHMENT 1:	PERFORMANCE WORK STATEMENT
ATTACHMENT 2:	PRICING DOCUMENT
ATTACHMENT 3:	CLIENT AUTHORIZATION LETTER
ATTACHMENT 4:	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 5:	INVOICE PREPARATION INSTRUCTIONS
ATTACHMENT 6:	TASK ORDER QASP
ATTACHMENT 7:	AGENCY ACCESS BADGE REQUIREMENTS FOR ON-SITE CONTRACTOR PERSONNEL
ATTACHMENT 8:	HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD 12)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.222-38	Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)
FAR	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran- Representation and Certifications. (OCT 2015)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$15 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

____(i) 52.204-17, Ownership or Control of Offeror.

____(ii) 52.204-20, Predecessor of Offeror.

____(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

____(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

____(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

____(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

____(vii) 52.227-6, Royalty Information.

____(A) Basic.

____(B) Alternate I.

X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K-3 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.4 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.5 FAR 52.230-1 – COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2015)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and
Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of
Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting

period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted

before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

K.6 FAR 52.230-7 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES. (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost

accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.7 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The offeror ____ is ____ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

(End of provision)

K.8 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.204-7	System for Award Management. (OCT 2016)
FAR	52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
FAR	52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition With Adequate Price Competition. (FEB 2007)
FAR	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)
FAR	52.222-46	Evaluation of Compensation for Professional Employees. (FEB 1993)
FAR	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts.
FAR	52.237-10	Identification of Uncompensated Overtime. (MAR 2015)
EPAAR	1552.233-70	Notice of filing requirements for agency protests. (JUL 1999)

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2017)

(a) Definitions. As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using business days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., eastern standard time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the

data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors in the solicitation

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010)

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.4 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government intends to award approximately three (3) Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts resulting from this solicitation. However, EPA reserves the right to only award one (1) contract.

(End of provision)

L.5 EPA-L-36-101 PROPOSAL INSTRUCTIONS ALTERNATE III

(A) GENERAL INSTRUCTIONS

In addition to the requirements of FAR 52.215-1 Instructions to Offerors—Competitive Acquisition, Offerors should adhere to the following proposal preparation instructions for this solicitation. As stated in FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions (i.e., enter into negotiations) with Offerors if the Government determines doing so is necessary and in the best interest of the Government.

The term "Offeror" as used in this solicitation shall mean the prime Contractor and any proposed team subcontractors or consultants that will perform direct labor under the contract.

The Offeror's proposal shall be valid for no less than 180 calendar days.

(B) PROPOSAL INSTRUCTIONS

VOLUME	TITLE	LIMIT	FEDCONNECT
I	Technical Proposal	50 pages double sided* (minimum (11 font)	1

II	Business Proposal	No Limit	1
III	Pricing Document	No Limit	1

- (1) All text shall be in Times New Roman font and shall not be smaller than 11-point font. All margins shall be 1" (top, right, left, bottom). The technical and business proposals may include graphics and tables provided that graphics and tables do not contain text smaller than 11-point font. The technical and business proposals shall be submitted in either .doc or searchable .pdf format. The pricing document shall be submitted in .xls format. Any pages exceeding the page limitation will not be read or considered. The limitation above does not include a cover letter, resumes, past performance questionnaires, Quality Management Plan and Small Business Subcontracting Plan.
- (2) Offerors shall include a cover letter with their technical proposal, this cover letter will not count toward the page limitation. The cover letter shall include, but is not limited to, the following:
- (i) The solicitation number;
 - (ii) The name, address, telephone numbers and electronic addresses of the Offeror;
 - (iii) Names, titles, telephone numbers and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
 - (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (v) Name, and title of principals of the firm.
 - (vi) The name, address, telephone number and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (vii) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD (DUNS) number for each organization and new entity if one is being created;
 - (viii) The name, address, telephone numbers and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Contract Administration Office Functions); and
 - (ix) A statement that the Offeror grants to the EPA or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.
- (3) Notwithstanding any other provision or clause in this solicitation to the contrary, any technical, business or pricing document shall be submitted via the FedConnect® web portal (www.fedconnect.net). In order to submit the original proposal via FedConnect®, offerors must register in Fedconnect at www.fedconnect.net, see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@FedConnect.net

(C) VOLUME-SPECIFIC INSTRUCTIONS

(1) Volume I: Technical Proposal Instructions

- (i) The technical proposal shall include the Offeror's responses to the technical evaluation factors in Section M of this solicitation. The technical proposal shall be organized in the same order as the evaluation factors presented in Section M of the solicitation.
- (ii) Each section of the proposal shall be titled.
- (iii) Instructions for addressing the TECHNICAL EVALUATION FACTORS in Section M:

(i) Technical Capability

For each task identified in the Performance Work Statement (PWS), offerors shall demonstrate their technical approach, ability, and understanding in each task area of the Performance Work Statement (PWS) including techniques, processes, facilities, equipment, capability to receive/ship tissues via courier and the offeror's demonstrated understanding of the complexities, difficulties and problems involved with successful performance under this contract. Offerors shall provide a clear, concise and complete explanation of how it proposes to accomplish the required services and functions specified. The technical proposal must express how you propose to comply with the PWS and provide a full explanation of the techniques and procedures you propose to follow.

(ii) Staffing Plan & Key Personnel

The offeror shall submit a Staffing Plan which illustrates its understanding of the requirement. The Offeror shall include a table identifying the labor category, function position title, and number of employees for each position. The Offeror's staffing approach shall also include a brief position description for each position identified highlighting the qualification requirements for the position and the scope of the position's duties on the contract. Descriptions should identify and distinguish between various position levels, as applicable. The offeror shall provide evidence of their ability to acquire and retain staff for the type of labor categories proposed in Attachment 2 – Pricing Document.

For key personnel, the offeror shall submit resumes which include sufficient information to demonstrate the qualifications necessary to successfully perform the requirements of the PWS. Offerors shall indicate the name, title, related education and expertise, certifications, and experience of the proposed Key Personnel in managing relevant work in terms of size, scope, complexity, and result. Offerors shall indicate whether proposed Key Personnel are currently employed by the Offeror and the extent of their time (in hours and percentage) that would be available and committed for this contract, as well as the nature and extent of their time (in hours and percentage) commitments to other contracts or projects. Each resume shall not exceed four (4) pages. Any page(s) exceeding the maximum limit will not be reviewed.

(iii) Past Performance

The Offeror shall include the information required by the Section L provision, Past Performance Information (EPAAR 1552.215-75).

The Offeror shall transmit a completed Client Authorization Letter (Attachment 3 to the solicitation) accompanied by the Past Performance Questionnaire (PPQ) template (Attachment 4 to the solicitation) to all the references identified in this Section of the Offeror's proposal. The Offeror shall be responsible for following up with the references to ensure they have completed and submitted the PPQ via email to Keith Westry at Westry.keith@epa.gov. All PPQs must be received by Keith Westry on or before the same date and time proposals are due. Any PPQ not received by 5:00 PM EST. on 05 June, 2018 will not be evaluated.

(2) Volume II: Business Proposal Instructions

(i) The business proposal shall include the Offeror's responses to the evaluation factors listed below in this solicitation. The business proposal shall be organized in the same order as the evaluation factors presented below.

(ii) Each section of the proposal shall be titled.

(iii) The following plans/disclosures shall be included under separate tabs for all offerors:

(i) Quality Management Plan

As part of their business proposal, offerors shall submit a Quality Management Plan as required by clause FAR 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (FEB 1999) as well as the requirements for Quality Plans as outlined in section L, Local Clauses EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT.

For Large Business offerors only:

(ii) Small Business Subcontracting Plan

As part of their business proposal, offerors shall submit a Small Business Subcontracting Plan. The proposed Small Business Subcontracting Plan shall be submitted in accordance with the requirements at FAR 52.219-9 Small Business Subcontract Plan (OCT 2014) – Alternate II (OCT 2001) and EPA-L-19-102 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES.

If applicable:

(iii) Organizational Conflict of Interest Plan

As part of their business proposal, offerors shall submit an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational level and at the personal level that could result from activities associated with the Performance Work Statement. Offerors should refer to the Section L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans" which sets forth the standards which offerors' COI plans must meet in order to be considered acceptable by the Agency.

(vi) Labor Categories

The offeror shall identify any proposed labor category that will be performed by subcontractor(s). Subcontractors proposed as part of a team arrangement shall be billed at the rates specified for the prime contractor and not charged as an other direct costs ODC or separate labor category. Only one rate will be utilized for a specified category whether it is performed by the prime or a team subcontractor.

Labor categories are the job disciplines anticipated to be needed to perform the tasks listed in the Performance Work Statement (PWS). Fully burdened hourly rates shall be developed for all labor categories that the offerors list in Attachment 2 Pricing Document. Labor Category Definitions relevant to the requirement that the offeror is responding to shall be included as an attachment in the pricing document. The base rate is the current rate of the individuals or the contractor's labor categories anticipated to be performed under this contract. The burdened rates shall be based on the contractor's estimating/accounting system.

(vii) SF 33 and Incorporation of Solicitation Amendments

As part of their business proposal, offerors shall include a signed copy of the SF 33 for this solicitation

and a written statement that the Offeror's proposal incorporates all amendments to the solicitation (if applicable).

(viii) Assumptions and Conditions

As part of their business proposal, offerors shall describe all assumptions, conditions, and Offeror-added terms and conditions on which the Offeror's proposal is based.

(ix) Corporate Travel Policies

As part of their business proposal, offerors shall submit a copy of its corporate travel policies reflecting that it will comply with the Federal Travel Regulations concerning all travel and subsistence under this contract.

(3) Volume III: Pricing Document Instructions

Instructions:

The purpose of these cost instructions is to assist offerors in submitting information required for the Government to evaluate price realism and price reasonableness of proposed costs. Attachment 2 shall be submitted in a separate electronic file in .xls format with all formulas and calculations intact/unlocked.

All dollar amounts provided shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest penny.

All indirect rates and profit shall be included in the fixed labor rate proposed for each category. This includes all cost/price associated with program management activities and preparation of proposals for individual task orders.

*Note: Proposed fully-burdened base hourly labor rates will be utilized to populate the fixed rates and prices in the Section B clause EPAAR 1552.216-73 Fixed Rates for Services –Indefinite Delivery / Indefinite Quantity Contract. Offerors must complete the Pricing Document (see Attachment 2).

Other Direct Cost

Other direct costs (ODCs) [including direct materials and travel] are costs not previously identified as a direct material cost, direct labor cost, or indirect cost.

Fully Burdened Labor Rate:

For each proposed labor category, the offeror shall include a fully burdened labor rate. Rates should be based on the overall burden, or overhead rate expressed in dollars per hour. A typical fully burdened labor rate includes: employee compensation; payroll taxes; fringe benefits; general and administrative (G&A) costs; percentage profit; and, an overhead or fully burden rate. The resultant fully burdened labor rate should accurately reflect the offeror's overall cost for each hour of production/performance. The offeror shall include a breakdown of the fully burdened labor rates.

Pricing Document:

Offerors must complete Attachment 2, Pricing Document, with the EPA provided estimated hours for each Task for the five (5) year ordering period. All labor categories must be completed with a fully burdened labor rate. For evaluation purposes, Other Direct Costs (ODCs) are inserted at \$160,000 per year and estimated number of labor hours at 2,420 for the Task 1, 4,840 for Task 2, 3,300 for Task 3, 1,980 for Task 4, 220 for Task 5 and 9,240 for Task 6. The fully burdened labor rates offerors propose in the Pricing Document will be incorporated into the section B clause, EPAAR 1552.216-73 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract.

*Note - The estimated number of labor hours and ODCs are for SOURCE EVALUATION AND SELECTION PURPOSES ONLY. The EPA's total obligation under any resultant contract is limited to the minimum amount specified in the Section B clause EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS. All rates for labor on this contract will be the same for each labor category whether a prime or team subcontractor performs the work.

L.6 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Keith Westry, USEPA Headquarters, Ariel Rios Building, 1200 Pennsylvania Ave, N.W., Mailcode: 3803R, Washington DC 20460.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.7 FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

(a) *Definitions.* As used in this provision --

“Adjusted hourly rate (including uncompensated overtime)” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45 = \$17.78).

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)

(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall

be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.8 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html>;

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of provision)

L.9 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.10 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

L.11 EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or not more than five (5) contracts and subcontracts completed in the last 10 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Attachment 3 of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) business days before proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Attachment 4 will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

(End of provision)

L.12 EPA-L-09-101 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

As part of their business proposal, offerors shall submit an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational level and at the personal level that could result from activities associated with the Performance Work Statement. Offerors should refer to the L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans," which sets forth the criteria which offerors' COI plans must meet in order to be considered acceptable by the Agency.

The plan will be evaluated in accordance with the criteria set forth in EPA-L-09-103 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS.

L.13 EPA-L-09-102 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICT OF INTEREST

(a) The proposed contract requires that the contractor provide technical expertise for the reviews and evaluation of various types of data to assist EPA in meeting its legislative mandates. The contractor shall perform a full review and evaluate various data submitted to support pesticide registration. Each offeror shall specifically disclose whether it is directly engaged in or if it has a business or financial relationship(s) with firms who are a part of the Chemical Industry*. Additionally, the contractor shall disclose whether it has any business interests in or financial relationships with a laboratory that may perform or is currently performing work under this contract.

(b) The Section K provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify that it is not aware of any potential organizational conflicts of interest. If the offeror cannot so certify, then the Section L provision entitled, ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

(c) The Agency has determined that firms directly engaged in the business or which have a business or financial relationship with firms involved in the activities described in paragraph (a) above (further referred to as "these activities") may have significant potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, a potential organizational conflict of interest may exist with firms that provide consulting and/or technical services related to these activities.

(d) Firms responding to this solicitation are required to disclose any such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by an offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(e) The purpose of requiring the information covered by paragraphs (b) and (d) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms who are involved in these activities. Accordingly, the fact that a firm has, or plans to work for a company who is involved in these activities will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. The more dependent a firm is on commercial work that relates to these activities, the greater the risk to the Agency that there will arise during contract performance a significant number of conflict of interest situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business involving these activities would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflicts of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and

upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.14 EPA-L-09-103 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COIPLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and other pertinent information;

- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), Task Order (TO), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/TO/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination; e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI, as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.15 EPA-L-15-102 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation electronically through FedConnect. In order to submit questions, offerors must register in FedConnect at www.fedconnect.net, see main page for registration instructions. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. Only those technical questions posted through FedConnect will be accepted. EPA must receive technical questions no later than **10 business days** after the issuance date of this solicitation. EPA will utilize FedConnect to issue amendments to the solicitation (e.g., to answer technical questions which may affect proposal submittal). EPA will not reference the source of the questions.

L.16 EPA-L-15-103 NOTIFICATION OF MULTIPLE AWARDS

- (a) The Government intends to award approximately three (3) Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts from this solicitation.
- (b) An offeror will be eligible to receive an award for only one (1) contract in response to this solicitation. Work under each contract will be performed independently of and simultaneously with work under the other contracts.
- (c) All quantities set forth in this solicitation represent quantities for one (1) of the contracts.
- (d) EPA reserves the right to award only one contract under this solicitation.

L.17 EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/ OFFERS/QUOTES (MAR 2014)

- (a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect.
- (b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov>. There is no charge for registration in SAM.

L.18 EPA-L-19-102 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES

- (a) In accordance with FAR 52.219-9, Alternate II, the Contracting Officer is requesting all Large Businesses which submit an offer under a negotiated Request for Proposal (RFP) that is expected to result in a contract which will exceed \$700,000 (\$1,500,000 for construction) and have subcontracting possibilities provide a subcontracting plan with their initial proposal.
- (b) In reviewing offeror's subcontracting plans submitted in accordance with the clauses entitled "Utilization of Small Business Concerns" (FAR 52.219-8) and "Small Business Subcontracting Plan" (FAR 52.219-9), EPA will use its own goals as negotiated with SBA as an Agency guideline. EPA's Socio-Economic subcontracting goal currently totals 55.0% of available subcontract dollars. These goals currently breakout as follows:

Dollars Awarded Percent of Subcontract

Awards to Small Businesses 39.0%

Awards to Small Disadvantaged Businesses 5.0%

Awards to HUB Zone Businesses 3.0%

Awards to Service Disabled Veteran 3.0%

Awards to Woman-Owned Businesses 5.0%

(c) These goals are not intended to be mandatory; however, offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

L.19 EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN

(a) Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:

(1) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Performance Work Statement.

(2) An organizational chart showing the position of a Quality Assurance function or person within the organization. It is highly desirable that the Quality Assurance function or person be independent of the functional groups which generate measurement data.

(3) A delineation of the authority and responsibilities of the Quality Assurance function or person and the related data quality responsibilities of other functional groups of the organization.

(4) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Performance Work Statement.

(5) The background and experience of the proposed personnel relevant to accomplish the Quality Assurance specifications in the Performance Work Statement.

(6) The offeror's general approach for accomplishing the Quality Assurance specifications in the Performance Work Statement.

(b) Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality>.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Local Clauses EPA-M-09-101 EVALUATION OF CONFLICT OF INTEREST PLAN

The plan described in the Section L provision entitled, "Submission of Organizational Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror who submits a plan that ultimately is unacceptable at time of award will not be eligible for a contract award.

M.2 EVALUATION FACTORS FOR AWARD

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors to determine quality of product or service:

The following technical factors will be used in evaluating technical proposals. These technical factors are in descending order of importance:

- (1) Technical Capability
- (2) Staffing Plan & Key Personnel
- (3) Past Performance

1. TECHNICAL EVALUATION FACTOR: TECHNICAL CAPABILITY

The offeror will be evaluated on its demonstrated technical approach, ability, and understanding in each task area of the Performance Work Statement (PWS) including techniques, processes, facilities, equipment, capability to receive/ship tissues via courier and the offeror's demonstrated understanding of the complexities, difficulties and problems involved with successful performance under this contract. The quality of the offered technical approach, in terms of practicality and clarity, will also be evaluated.

2. TECHNICAL EVALUATION FACTOR: STAFFING PLAN & KEY PERSONNEL

The Offeror's proposed Staffing Plan will be evaluated on its understanding of the requirement, as well as the ability to hire and retain staff. The Offeror's proposed Key Personnel's education, experience, qualifications, and availability will be evaluated as it relates to the EDSP Performance Work Statement (PWS).

The Technical Factors above will be evaluated using the rating scale below:

Technical Ratings & Descriptions	
Rating	Description
Purple	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Blue	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Proposal meets requirements and indicates an adequate approach and

	understanding of the requirements. Strengths and weaknesses do not outweigh one another or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Orange	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not outweighed by strengths. Risk of unsuccessful performance is high.
Red	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unacceptable for purposes of an award

3. TECHNICAL EVALUATION FACTOR: PAST PERFORMANCE

The Offeror's Past Performance will be evaluated based on information submitted in response to the section L clause "Past Performance Information," the completed past performance questionnaires submitted by the Offeror's current and former clients, past performance information contained in the Past Performance Information Retrieval System (PPIRS), or any source of past performance information. In particular, the Offeror's past performance on contracts of in scope, magnitude, relevance, and complexity to the PWS will be evaluated to determine if the contractor's performance record supports a reasonable expectation that the Offeror will successfully perform the tasks in the PWS. The Offeror's overall Past Performance rating will be based on all contracts / subcontracts completed in the last ten (10) years and all contracts / subcontracts currently in process which are similar in nature to this requirement.

The Government will evaluate the Past Performance Factor using the following ratings.

Performance Confidence Assessment	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Price

The Government will perform a price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government may also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

Responsibility

The Offeror's responsibility will be evaluated on a pass/fail basis to determine responsibility in accordance with FAR 9.104-1. Notwithstanding the evaluation of an offer with respect to the Technical Evaluation Factors or the evaluation of an Offeror's Cost/Price, an Offeror whose response to any of the following Responsibility Factors that is ultimately unacceptable at the time of award will not be eligible for a contract award. An offeror with an unacceptable plan will have until time of award to submit an acceptable plan or that offeror will be in eligible for award.

Small Business Subcontracting Plan (Large Businesses Only)

To earn a rating of "Acceptable" for this responsibility factor, the Offeror shall submit a Small Business Subcontracting Plan in accordance with the requirements at FAR 52.219-9 Small Business Subcontracting Plan (OCT 2014) – Alternate II (OCT 2001 and EPA-L-19-102 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES. An offeror with an unacceptable plan will have until time of award to submit an acceptable plan or that offeror will be in eligible for award.

Quality Management Plan

To earn a rating of "Acceptable" for this responsibility factor, the Offeror shall submit a Quality Management Plan (QMP in accordance with the requirements identified in section E clause, FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014) as well as the requirements for Quality Plans as outlined in section L, Local Clauses EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN. An offeror with an unacceptable plan will have until time of award to submit an acceptable plan or that offeror will be in eligible for award.

PERFORMANCE WORK STATEMENT

ENDOCRINE DISRUPTOR SCREENING PROGRAM TECHNICAL AND SUPPORT SERVICES

1.0 INTRODUCTION

The United States Environmental Protection Agency (EPA) requires technical and program support for the Agency's Endocrine Disruptor Screening Program (EDSP). This procurement entails services in the following areas: 1) comprehensive toxicological and ecotoxicological testing and analysis, 2) toxicokinetics and dosimetry testing and analysis, 3) systematic literature reviews, 4) workshops/meeting support, 5) information/records management support, and 6) special studies/projects. Skills needed include, but are not limited to, technical experience and/or capability with performing Tier 1 and Tier 2 EDSP studies, *in vitro* toxicokinetics and dosimetry, risk assessment, development and evaluation of computational toxicity or exposure models, analytical chemical analysis, biochemical analyses, statistical analyses, information/records management, report-writing, meeting support and quality assurance/quality control support.

2.0 BACKGROUND

EPA's Office of Science Coordination and Policy (OSCP) coordinates the Agency's Endocrine Disruptor Screening Program. OSCP develops the screening and testing methods and policy with support from EPA's Office of Research and Development (ORD) while the Office of Pesticide Programs (OPP), Office of Pollution Prevention and Toxics (OPPT), and Office of Water (OW) execute the policy, procedures, and regulatory decisions.

The Endocrine Disruptor Screening Program (EDSP) is established under section 408(p) of the Federal Food, Drug and Cosmetic Act (FFDCA), 21 U.S.C. 346a (p) and amendments to the Safe Drinking Water Act (section 1457).

- 1511.011(p) (1) of FFDCA requires EPA “*to develop a screening program, using appropriate validated test systems and other scientifically relevant information, to determine whether certain substances may have an effect in humans that is similar to an effect produced by a naturally occurring estrogen, or such other endocrine effect as the Administrator may designate*” (21 U.S.C. 346a (p) (1)). The statute also provides EPA with discretionary authority to “*provide for the testing of any other substance that may have an effect that is cumulative to an effect of a pesticide chemical if the Administrator determines that a substantial population may be exposed to such substance.*” (21 U.S.C. 346a (p) (3)).
- SDWA section 1457 provides EPA with discretionary authority to require testing, under the FFDCA section 408(p) screening program, “*of any other substances that may be found in sources of drinking water if the Administrator determines that a substantial population may be exposed to such substance.*” (42 U.S.C. 300j-17).

FFDCA Section 408(p) mandates that EPA use validated methods for the screening and testing chemicals for endocrine activity (specifically, estrogen, androgen thyroid). These methods or assays

allow EPA to identify and characterize the estrogen, androgen and thyroid pathway activity of pesticides, commercial chemicals, and environmental contaminants.

EDSP uses a [two tiered approach](#) to screen pesticides, chemicals, and environmental contaminants for their potential effect on estrogen, androgen and thyroid hormone systems. The Tier 1 battery is used to identify substances that have potential to interact with the estrogen, androgen or thyroid hormone pathways. Based on a Weight of Evidence (WoE) analysis, substances that have potential bioactivity with estrogen, androgen, and/or thyroid systems will be considered for EDSP Tier 2 testing. Tier 2 tests identify and establish dose response information for adverse effects for substances identified in the Tier 1 screening. These data results are combined with other hazard information and exposure assessment resulting in a risk assessment. The risk assessment is used to inform risk mitigation measures, as necessary, and regulatory decisions concerning a chemical. For more information, see the EDSP website at www.epa.gov/endocrine-disruption.

Traditional toxicological testing is based largely on the use of laboratory animals. Animal studies are expensive to conduct, require the use of large numbers of animals over a period of weeks to months, and have difficulties inherent to inter-species extrapolation. EPA recognized that dramatic technological advances in molecular biology and computer science offered alternative approaches, *e.g.*, use of high throughput *in vitro* biochemical- and cell-based assays and computational toxicology, to traditional animal-based toxicology testing methods. Beginning in 2015, EPA stated that validated high-throughput *in vitro* assays and computational models would be used as alternative methods to screen chemicals for their ability to interact with the endocrine system ([Federal Register notice](#)). EPA's use of high throughput assays and computational toxicology models advances the goal of providing sensitive, specific, quantitative, and efficient alternative screening methods to some assays in the Tier 1 battery to protect human health and the environment. This approach will improve the Agency's ability to fulfill its statutory mandate to screen pesticide chemicals and other substances for their ability to cause adverse effects by their interaction with the endocrine system at a fraction of the time, cost, and animal use.

Additional information about the EDSP is available through the Agency's Web site at <http://www.epa.gov/endo>.

For further information on how EPA uses the information from the EDSP/ <https://www.epa.gov/endocrine-disruption/how-does-epa-use-information-endocrine-disruptor-screening-program>

For more information on EDSP policies and procedures, go to: <https://www.epa.gov/endocrine-disruption/endocrine-disruptor-screening-program-edsp-policies-and-procedures>.

All EDSP *Federal Register* notices are found at: <https://www.epa.gov/endocrine-disruption/endocrine-disruptor-screening-program-federal-register-notices>.

2.1 Use of *in vitro* high throughput *In vitro* assays and computational tools in EDSP

In 2015, EPA announced that high throughput screening data and computational models would be used in the prioritization and screening of a chemical's potential to interact with the endocrine system in humans and wildlife (([Federal Register notice](#))). EPA also announced that a suite of high throughput *in vitro* estrogen receptor (ER) assays and an ER computational model are validated alternatives for three (3) of the 11 current assays in the Endocrine Disruptor Screening Program (EDSP) Tier 1 battery (see Table 1). The EPA used 18 estrogen receptor (ER) high throughput *in vitro* assays and a computational

model (ToxCast™ “ER Model”) for detecting and measuring estrogen receptor (ER) agonist and antagonist bioactivity. Approximately 65 reference chemicals with known ER agonist or ER antagonist activity were used to evaluate the performance of the ER model. The ER model integrates concentration-response curves from each of the 18 ER assays and provides a single bioactivity value for each chemical. This performance of the model was compared to results of quality literature studies and results from the relevant Tier 1 battery assays. EPA has partial ER screening results for over 1800 chemicals that have been evaluated using high throughput assays and a computational model for the estrogen receptor pathway (for access to chemical data go to the [EDSP21 Dashboard](#)). The EPA is developing a performance-based test guideline for the ER Model, provided performance of the assay(s) can accurately detect reference chemicals that span a range of structures and potencies. For more information, see [Docket No. EPA-HQ-OPP-2014-0614](#).

Use of validated high throughput *in vitro* assays and computational models will allow nearly 20 times the current number of screenings to be performed while nearly eliminating animal testing, allowing the program to meet its goals with a relatively level budget. EPA is developing additional alternative methods using high throughput assays and models for the estrogen, androgen, and thyroid pathways, as well as general steroid synthesis pathways (steroidogenesis) to screen chemicals. The status of the development and performance-based validation of high-throughput assays and computational models as alternative methods (to be used as OSRI) to the EDSP Tier 1 screening assays and Tier 2 tests is shown in **Table 1**. All test guidelines in series 890 can be found at <http://www2.epa.gov/test-guidelines-pesticides-andtoxic-substances/series-890-endocrine-disruptor-screening-program>.

Table 1. Status of various alternative assays and models addressing network interactions of the Tier 1 and Tier 2 battery for evaluating the potential endocrine bioactivity of chemicals

EDSP Tier 1 Battery	E	A	STR	THY	Status of High-throughput Assays & Computational Models as Tier 1 Alternatives
<i>In vitro</i> assays					
OCSPP 890.1250 – Estrogen Receptor Binding	■				Accepted Suite of HTS ER assays & ER pathway model as an alternative ¹
OCSPP 890.1300 – Estrogen Receptor Transcriptional Activation (Human Cell Line HeLa-9903)	■				Accepted Suite of HTS ER assays & ER pathway model as an alternative ¹
OCSPP 890.1150 – Androgen Receptor Binding (Rat Prostate)		■			Proposed Suite of AR HTS assays & AR pathway model as an alternative method; SAP Peer Review Meeting in November 2017 ²
OCSPP 890.1550 – Steroidogenesis (Human Cell Line – H295R)			■		Proposed high throughput H295R assay as an alternative method; SAP Peer Review Meeting in November 2017 ²
OCSPP 890.1200 – Aromatase (Human Recombinant)			■		STR Model -Future
<i>In vivo</i> assays					

EDSP Tier 1 Battery	E	A	STR	THY	Status of High-throughput Assays & Computational Models as Tier 1 Alternatives
OCSPP 890.1600 – Uterotrophic (Rat)	■				Accepted Suite of HTS ER assays & ER pathway model as an alternative ¹
OCSPP 890.1400 – Hershberger (Rat)		■	■ ³		AR, STR Model - Future SAP Peer Review, December 2014 ⁴ ; Follow-up work ongoing
OCSPP 890.1100 – Amphibian Metamorphosis (Frog)				■	THY Model (Future)
OCSPP 890.1350 – Fish Short-Term Reproduction	■	■	■		ER, AR, STR Models (Future)
OCSPP 890.1450 – Pubertal Development and Thyroid Function in Intact Juvenile/Peripubertal Female Rats	■		■	■	ER, STR, THY Models (Future)
OCSPP 890.1500 – Pubertal Development and Thyroid Function in Intact Juvenile/Peripubertal Male Rats		■	■	■	AR, STR, THY Models (Future)
EDSP Tier 2 Tests (all <i>in vivo</i>) ⁵	E	A	STR	THY	Status of High-throughput Assays & Computational Models as Tier 2 Alternatives
OCSPP 870.3800 – Reproduction and Fertility Effects (Rat)	■	■	■		ER, AR, STR Models (Future)
OECD TG 443 – Extended One-generation Reproductive Toxicity Test (Rat) (EOGRT) ⁶	■	■	■	■	ER, AR, STR, THY Models (Future)
OCSPP 890.2200 – Medaka Extended One-generation Reproduction Test (fish) (MEOGRT)	■	■	■		ER, AR, STR Models (Future)
OCSPP 890.2300 – Larval Amphibian Growth and Development Assay (frog) (LAGDA)				■	THY Future
OCSPP 890.2100 – Avian Two-Generation Toxicity Test in the Japanese Quail (bird) (JQTT)	■	■	■	■	ER, AR, STR, THY Models (Future)

¹ Acceptable alternatives discussed in the EPA [Federal Register notice](#) issued June 19, 2015.

² [November 2017 SAP meeting](#)

³ 5α-reductase inhibition only

⁴ [December 2014 SAP meeting](#)

⁵ EPA may request a Special EPA Test - Comparative Thyroid Assay ([Guidance for Thyroid Assays in Pregnant Animals, Fetuses and Postnatal Animals, and Adult Animals](#))

⁶ EOGRT may be used as an alternative to the two-generation reproduction and fertility effects assay.

Abbreviations: ER = estrogen receptor; AR = androgen receptor; STR = steroidogenesis; THY = hypothalamic-pituitary-thyroid axis

2.2 Use of High Throughput Methods and Computational Models to Estimate Exposure

The National Academy of Science vision for the 21st century toxicology emphasized generation and use of population-based and human exposure data, where possible, for interpreting test results and encouraged the collection of such data on important chemicals with biomonitoring, surveillance, and epidemiological studies ([NAS, 2007](#)). While pesticides may have sufficient exposure/use data to use traditional exposure estimation methods, these are only a small fraction of the thousands of chemicals in the EDSP universe. EPA is exploring the use of computational toxicology tools to prioritize chemicals for risk assessment/management purposes, in particular, those chemical for which there are limited exposure data. The objective is to identify chemicals or groups of chemicals with the highest potential for exposure and/or human health/environmental effects and focus resources on those chemicals.

EPA is interested in developing an integrated bioactivity exposure relationship (IBER) that will incorporate high throughput screening assays *in vitro* activity (e.g., [ToxCast](#) data) coupled with high throughput exposure assessments (e.g., [ExpoCast](#)). For more information, see [Docket No. EPA-HQOPP-2014-0614](#).

Human and wildlife exposure data are limited. EPA is developing high-throughput toxicokinetic (HTTK) models to provide a bridge between bioactivity measured in the high-throughput assays (i.e., ToxCast) and environmental exposure by either predicting tissue concentrations from an administered dose (i.e., toxicokinetics) or inferring administered doses that would be needed to cause tissue bioactive concentrations *in vivo* (i.e., reverse toxicokinetics, rTK). EPA is predicting internal tissue concentrations using quantitative *in vitro* to *in vivo* extrapolation (QIVIVE). For a chemical of interest, the bioactive *in vitro* doses are extrapolated to a predicted *in vivo* dose and compared with predicted exposures. As part of this effort, EPA is generating additional *in vitro* toxicokinetic data (i.e., plasma protein binding and intrinsic metabolic clearance assays) in rat, human, and rainbow trout systems. EPA has ongoing high throughput efforts to estimate exposure. For more information on the agency's new high throughput methods to estimate chemical exposure, see [Docket No. EPA-HQ-OPP-2014-0331](#).

2.3. Use High throughput Data to Evaluate Toxicity Potential - Adverse Outcome Pathways

The EPA is using adverse outcome pathway (AOP) concepts to organize, link, and integrate knowledge at different biological levels of organization for a hypothesis-driven approach to chemical testing and assessment. AOPs build on 21st-century toxicity paradigms (see [NAS 2007](#)) to provide a conceptual framework that can facilitate the use of alternative data and building predictive models. The resulting prediction of an adverse outcome drawn from the AOP framework may be used evaluate the performance of high throughput pathway assays and pathway models and not the performance of the individual assays because the results from each assay (key event) may play only a limited role on their own.

3.0 SCOPE OF WORK - TASKS

The technical and support services to be provided under this Performance Work Statement (PWS) support the EPA's Endocrine Disruptor Screening Program.

The contractor shall provide EPA with timely access to the right resources to perform the tasks outlined in the statement of work efficiently and effectively, deliver high-quality services in a cost-efficient manner, and resolve incidents and problems as rapidly and effectively as possible. Additionally, the contractor may be required to provide on-site contractual services at EPA headquarters in Washington D.C. (1200 Pennsylvania Ave NW, Washington, DC 20004) to perform certain tasks such as records management. Limited travel may be required, *i.e.*, perhaps once or twice per year, for the purposes of performing laboratory audits, attending EPA meetings or workshops, as specified in individual task orders. Access to Confidential Business Information (CBI) might apply.

The tasks for the resultant contract consist of the following:

- Task 1: Laboratory Testing using EPA or OECD Test Guidelines
- Task 2: *In Vitro* Toxicokinetics and *In Vitro* to *In Vivo* Extrapolations
- Task 3: Systematic Literature Reviews
- Task 4: Organize Meetings, Expert Workshops or Support External Peer-Reviews
- Task 5: Information and Records Management Support
- Task 6: Special Studies or Projects Support

3.1 Laboratory Testing using EPA or OECD Test Guidelines (Task 1)

EPA is requesting laboratory services and technical support to perform *in vitro* and *in vivo* studies according to the test guidelines published by the Environmental Protection Agency (EPA) and the Organization for Economic Development (OECD) for use in the Endocrine Disruptor Screening Program (EDSP) (see Table 1). Specific Tier 1 and/or Tier 2 tests and the chemicals to be tested will be requested in a targeted manner with the intent of addressing data gaps for those chemicals being considered as reference chemicals for the development of future performance based guidelines for the alternative estrogen receptor (ER), androgen receptor (AR), steroidogenesis (STR), and thyroid pathway high throughput *in vitro* assays and *in silico* models. In some cases, the requested protocol may be modified, for example, the need for additional toxicological endpoints, collection of additional tissues (e.g., mammary or thyroid gland), and additional replication.

EPA expects that all contractors (and/or subcontractors) will have expertise in performing laboratory studies using EPA OCSPP Test Guidelines, especially the 890 series, as well as all OECD endocrine-specific test guidelines, including, but not limited to, range-finding studies and definitive test concentration selection procedures, hormone analyses, analytical method development and analyses, "blind sample" preparation and testing, and statistical analyses. Different assays require different types of expertise. Specific areas of expertise that may be required include: avian, fish, and amphibian (or other wildlife species) biology and physiology, physiology of human, rodents, and other mammals, mammalian development and reproductive toxicity toxicology, *in vitro* assays (e.g., receptor binding, molecular technology, cell culture), *in vitro* high throughput assays, toxicokinetics, toxicogenomics, ecotoxicology, biochemistry, statistics, endocrinology, analytical chemistry, physical chemistry, histopathology, or other technical capabilities relevant to the assays or tests identified in the PWS. The

contractor shall select qualified laboratories whose capabilities match the Agency's needs, as specified in task orders issued under this PWS.

3.1.1. Tier 1 *in vitro* guideline studies (see Table 1, *in vitro* assays)

Laboratories conducting Tier 1 *in vitro* guideline assays should have experience and/or capability in the use of techniques used for quantifying hormones or other chemicals, *e.g.*, Enzyme-Linked ImmunoSorbant Assay (ELISA), Quantitative Polymerase Chain Reaction (qPCR), Radio ImmunoAssay (RIA), and capabilities, including, but not limited to, the following:

- cell and/or tissue culture and toxicity assays (*e.g.*, methylisothiazolinone (MIT), lactose dehydrogenase (LDH); or
- receptor binding assays; or
- transfection techniques/transcriptional activation assays;
- experience with Good Laboratory Practices (GLPs) (40 Code of Federal Regulation (CFR) Part 792 and 40 CFR 160 Part 1);
- test compound administration methods (*e.g.*, serial dilution, solubility determination);
- analytical method development and validation;
- protocol development;
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

3.1.2 Tier 1 and Tier 2 *in vivo* mammalian guideline tests (see *in vivo* assays in Tables 1)

Laboratories conducting Tier 1 and Tier 2 *in vivo* mammalian guideline tests should have experience and/or capability including, but not limited to the following:

- mammalian biology, physiology, behavior, endocrinology, toxicokinetics, ADME, etc.
- husbandry of animals under Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC)-approved conditions from gestation through adulthood for at least one (1) generation, both sexes simultaneously;
- conducting laboratory studies according to GLP;
- conducting range-finding studies;
- dose administration by gavage or diet to rats or mice;
- analytical method development and validation
- protocol development;
- steroid hormone analysis
- animal necropsy
- excision and weighing organs of rats or mice, *e.g.*, liver, kidney, thyroid, gonads;
- collecting and preserving tissues from rats or mice for histopathological analyses;
- evaluating rat or mice toxicological pathology studies (pathology board certification);
- conducting EDSP Tier 1 (uterotrophic and Hershberger assays, male and female pubertal assays) and/or Tier 2 *in vivo* mammalian toxicity studies (two-generation rat study (OCSPP test guideline 870.3800), Extended one-generation reproduction test (OECD test guideline 443), Comparative thyroid assay ([Guidance for Thyroid Assays in Pregnant Animals, Fetuses and Postnatal Animals, and Adult Animals](#)));
- biostatistical analysis;

- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

3.1.3 Tier 1 and Tier 2 *in vivo* fish guideline tests (see Table 1)

Laboratories conducting Tier 1 and Tier 2 guideline tests involving fish should have experience and/or capability including, but not limited to the following:

- fish biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- conducting range-finding studies;
- fish diets and dose administration in aquatic systems
- analytical method development and validation
- protocol development
- experience with flow-through aquatic test systems and test concentration maintenance throughout the exposure period;
- culturing model fish species, e.g., fathead minnow (*Pimephales promelas*), zebrafish (*Danio rerio*) Japanese medaka (*Oryzia latipas*), and/or sheepshead minnow (*Cyprinodon variegatus*);
- conducting guideline fish studies, e.g., fish short-term reproduction assay (OCSPP 890.1350 and OECD 229), Japanese medaka extended one-generation reproduction test (OCSPP 890.2200 and OECD 240)ds, and multi-generational fish studies. e.g.,
- experience with American Society for Testing and Materials (ASTM) E124
- setting test concentrations for fish *in vivo* endocrine screening assays (range-finding studies and definitive test concentration selection);
- steroid hormone and vitellogenin analyses
- genetic sexing (using qPCR) (e.g., Japanese medaka);
- fish necropsy
- excision and weighing fish organs, e.g., thyroid, liver, gonads;
- collecting and preserving tissues for fish histopathological analyses;
- evaluating fish toxicological pathology studies (pathology board certification);
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

3.1.4 Tier 1 and Tier 2 *in vivo* amphibian guideline tests (see Table 1)

Laboratories conducting Tier 1 and Tier 2 guideline tests involving amphibians should experience and/or capability including, but not limited to, the following:

- Amphibian biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- conducting range-finding studies;
- amphibian diets and dose administration in aquatic systems
- analytical method development and validation
- protocol development

- experience with flow-through aquatic test systems and test concentration maintenance throughout the exposure period;
- culturing model amphibian species, e.g., *Xenopus laevis* and/or (*Silurana*) *tropicalis*;
- experience conducting *Xenopus* (or *Silurana*) toxicity tests, e.g., amphibian metamorphosis assay (OCSPP 890.1100 or OECD 231) and larval amphibian growth and development assay (OCSPP 890.2300 or OECD 241)
- setting test concentrations for amphibian *in vivo* endocrine screening assays (range-finding studies and definitive test concentration selection)
- steroid hormone and vitellogenin analyses
- qPCR techniques for gene expression and genetic sexing;
- excision and weighing organs of amphibian species, e.g., thyroid, liver, gonads;
- collecting and preserving tissues for amphibian histopathological analyses;
- evaluating amphibian toxicological pathology studies (pathology board certification);
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance.

3.1.5 Tier 2 *in vivo* avian guideline tests (see Table 1)

Laboratories conducting the Tier 2 avian two-generation toxicity test should have experience and/or capability including, but not limited to, the following:

- Avian biology, physiology, behavior, endocrinology, toxicology, toxicokinetics, ADME, etc.
- conducting laboratory studies using GLPs;
- maintaining and breeding avian species, e.g., Japanese quail (*Coturnix japonica*) and northern bobwhite quail (*Colinus virginianus*);
- conducting avian reproduction tests (e.g., OCSPP 850.2300, OECD 206, and OCSPP 890.2100);
- setting doses for avian *in vivo* endocrine screening assays (range-finding and definitive test doses);
- analytical method development and validation;
- protocol development;
- steroid hormone analyses;
- avian necropsy;
- excision and weighing organs of avian species, e.g., liver, kidney, thyroid, gonads;
- collecting and preserving tissues for avian histopathological analyses;
- evaluating avian toxicological pathology studies (pathology board certification).
- biostatistical analysis;
- data analysis and interpretation of studies conducted using EPA and OECD endocrine testing guidelines;
- quality assurance

3.2 *In Vitro* Toxicokinetics and *In Vitro* to *In Vivo* Extrapolations (Task 2)

Laboratory services and technical support are needed to conduct *in vitro* and/or *in vivo* metabolism or toxicokinetics studies in human, rat, and trout systems. *In vitro* plasma protein binding and intrinsic hepatic clearance are key parameters needed for *in vitro* to *in vivo* extrapolations (IVIVE). Data from these *in vitro* assays will be incorporated into toxicokinetic models to predict *in vivo* internal tissue

(plasma/blood) concentrations from the *in vitro* bioactivity concentrations from estrogen, androgen, steroidogenesis, or thyroid pathways high throughput screening assays or from frank administered chemical dose in legacy animal toxicity studies (e.g., ToxRefDB).

Laboratories should have experience and/or capability including, but not limited to, the following:

- human, rat, and/or rainbow trout physiology, toxicology, and ADME
- physical-chemical properties
- toxico- (or pharmaco-)kinetic and/or toxico- (or pharmaco-)dynamic models)
- *in vitro* to *in vivo* extrapolation models (e.g., rat, human, and/or fish);
- conducting *in vivo* and *in vitro* toxicokinetic studies, e.g., human, rat, and/or fish systems
- preparation of liver microsomes, S9 fractions or hepatocytes (e.g., human, rat, and/or fish systems)
-
- developing and validating analytical chemistry methods, e.g., GC-MS, HPLC-MS, and HPLC-fluorescence;
-
- biostatistical analysis;
- data analysis and interpretation of data;
- quality assurance.

3.3 Systematic Literature Reviews (Task 3)

The purpose of systematic literature reviews is to identify high quality “guideline-like” *in vivo* and *in vitro* studies for chemicals the EPA intends to use as “reference chemicals” as part of the performance based validation approach for high throughput assays and computational models as alternatives to the current EDSP Tier 1 screening, and possibly, Tier 2 tests.

Contractors should have experience and/or capability including, but not limited to, the following:

- conducting systematic literature reviews of the scientific literature;
- design and management of information systems to facilitate the review process, textual analysis and natural language processing (especially as it relates to chemistry and toxicology), automation (PDF-to-text and PDF-to-data extraction; machine-learning);
- conducting and/or analyzing data from screening/testing assays for potential endocrine disruption summarized in Tables 1 and 2 of the performance statement of work. This includes experience and/or capability in working with OCSPP harmonized test guidelines, 890 series; and OECD test guidelines, e.g., specific animal model (if *in vivo*), *in vitro* assays, endpoints measured and why, analytical techniques, experimental design, performance measures, data analysis and interpretation
- steroidogenesis pathways, estrogen and androgen pathways, and thyroid pathways.
-
-

3.4 Organize Meetings, Expert Workshops or Support External Peer-Reviews (Task 4)

The contractor shall provide specialized expertise and support the conduct of expert workshops, external peer-reviews, and meetings convened by the EPA. The contractor shall ensure that all Agency peer

review requirements and guidelines are followed (see 4th Edition of the EPA Peer Review Handbook available at <http://www2.epa.gov/osa/peer-review-handbook-4th-edition-2015-0>). The contractor shall follow the EPA Green Meetings and Conferences requirements (see EPAAR 1552.223-71).

Past EDSP workshops include two that were related to developing test guidance for EDSP Tier 2 ecotoxicity tests: Medaka Extended One-generation Growth and Reproduction Test (OCSPP 890.2200), Larval Amphibian Growth and Development Assay (OCSPP 890.2300), and Japanese Quail Toxicity Test (OCSPP 890.2100): 1) histopathology guidance workshop and 2) statistical guidance workshop. Expertise and/or capability may include, but is not limited to, the following activities:

- organizing public meetings, e.g., workshops, external peer-reviews
- preparing meeting minutes or reports
- webcasting
- oral or video recording and/or transcription of meetings
- Selection of experts, e.g., reviewing literature and other available information to locate experts with the appropriate expertise (e.g., toxicology, ecotoxicology, wildlife biology, exposure science, cheminformatics, statistics, endocrinology, risk assessment, pathology);
- preparing and organizing documents prior to a meeting/workshop, e.g., agenda, roster, background materials,;

note-taking at or transcription of meetings/workshops; general assistance with logistics of organizing a workshop/meeting (refer to EPA Green Meetings and Conferences, EPAAR 1552.223-71)

3.5 Information and Records Management Support (Task 5)

The contractor shall provide specialized expertise and support for EDSP information and records management with technical direction from the Government. Work may include, but is not limited to, the following activities:

- organizing, indexing, filing, packing, and disposing of EDSP records (all media) according to the disposition instructions in the appropriate EPA records management schedule;
- assessing EDSP document management and storage systems and recommending options to better meet OSCP records management needs (e.g., OSCP records management plan, OSCP file management plan);

Expertise and/or capability may include, but is not limited to, the following:

:

- Federal records management;
- Information/document storage and management

3.6 Special Studies and Projects Support (Task 6)

The contractor shall provide specialized expertise and/or perform analyses with technical direction from the Government. Special studies may include, but are not limited to, the following activities:

- developing and conducting high throughput *in vitro* assays to improve the understanding of toxicity mechanisms or the assessment of exposure;
- developing or using adverse outcome pathways to organize, link and integrate knowledge at different levels of biological organization;
- developing and evaluating computational models
- conducting special *in vitro* or *in vivo* laboratory studies in addition to those defined in Tasks 2 and 3; (e.g., comparative thyroid assay).

- conducting special analyses using QSARs, toxicogenomics, and other computational toxicological technologies;
- conducting cheminformatics analyses;
- preparing detailed review papers or other analyses for publication;
- compiling and evaluating *in vitro* and *in vivo* data from multiple sources (data-mining, analyzing “big data”);
- performing statistical analyses including meta-analyses;
- preparing or revising reports and analyses requested by EPA;
- preparing data analyses of laboratory studies using EPA’s study profile templates.

Expertise and/or capability may include, but is not limited to, the following::

- toxicology (both mammalian and ecological);
- biology (e.g., avian, fish, rodent, human, amphibian);
- endocrinology;
- chemistry (such as biochemistry, analytical chemistry, physical chemistry)
- cheminformatics;
- bioinformatics;
- data science;
- information management (especially as they relate to biology, chemistry, and toxicology);
- ;
- mathematicians;
- statisticians;
- computer scientists/programmers;
- adverse outcome pathways;
- toxicokinetics

3.7 Quality Management

Through Federal Regulations (**48 CFR 46**), EPA requires that recipients of funds for work involving environmental data comply with either the EPA quality policy or the American National Standard ASQ/ANSI E4-2014, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*. The contractor shall ensure that its subcontractors meet all quality requirements specified in the Quality Management Plan.

- Expertise and/or capability may include, but is not limited to, the following: preparing quality management plans and quality assurance project plans;
- performing quality assurance including laboratory audits, review of test protocols, and deliverables.

4.0 DELIVERABLES

Unless otherwise stated by the EPA (in specific task orders), all products and other deliverables shall be delivered electronically. For those products that are designated to be made publicly available, the contractor shall deliver the products to the EPA electronically for EPA critical review and approval prior to public availability. The electronic copies shall be delivered in multiple formats: text in Microsoft Word (or other suitable format); fully formatted, first-generation print-ready with

graphics, with any photos, and a layout in an acceptable archival format consistent with the guidance provided by the [National Archives and Records Administration](#). Data-driven products shall be delivered in a database format such as Microsoft Access, Microsoft Excel, MySQL exports or equivalents with full documentation. Final database products shall also include an archival ASCII export consistent with the electronic records standards of the [National Archives and Records Administration](#).

In support of Internet-ready electronic files, the contractor shall ensure that all hypertext markup language (HTML) files and web-based applications comply with the standards, guidelines, and processes in the [EPA Web Guide](#). All web-based applications under development must complete the Agency application review process. The selection of the platform for developing web-based applications shall be approved in advance of development. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<http://www.section508.gov>). Any products that will be housed on EPA site(s) shall be optimized for a variety of target browsers, user hardware, and shall be thoroughly testing for compatibility with multiple browsers and operating systems.

5.0 INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor shall submit all deliverables required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's Representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to the EPA under this contract, absent express written advance approval from the EPA's Office of General Counsel (OGC).

All contractor, subcontractor, and consultant personnel shall wear predominantly displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

Brief Description of Service*	Per
Endocrine Disruptor Screening Program Technical And Support Services	
Endocrine Disruptor Screening Program Technical And Support Services	
Endocrine Disruptor Screening Program Technical And Support Services	
Endocrine Disruptor Screening Program Technical And Support Services	
Endocrine Disruptor Screening Program Technical And Support Services	
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Period of Performance	Est Hours	ODC's	Total Labor + ODCs
Year 1	22000	\$ 160,000.00	
Year 2	22000	\$ 160,000.00	
Year 3	22000	\$ 160,000.00	
Year 4	22000	\$ 160,000.00	
Year 5	22000	\$ 160,000.00	

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ATTACHMENT 3

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

[DATE]

[NAME AND ADDRESS OF REFERENCE]

Dear [REFERENCE POINT OF CONTACT],

We are currently responding to the U.S. Environmental Protection Agency (EPA) Request for Proposals (RFP) No. **68HE0H18R0022** for the procurement of Endocrine Disruptor Screening Program (EDSP). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor.

Your name was given to the Government as a reference of our past performance on the following contracts with your agency/firm:

[INSERT LIST]

Attached is the Government's Past Performance Questionnaire. Please complete the attached questionnaire(s) to aid the Government in its evaluation of our past performance and email to westry.keith@epa.gov. The EPA has requested receipt of this information by 5:00 PM EST. on 05 June, 2018 as their evaluation will commence shortly thereafter.

You are advised that it is Government policy that the identity of sources providing past performance information will not be released outside the Government.

We appreciate your efforts to help the Government fairly evaluate our past performance. Should you have any questions related to this matter, please contact Keith Westry at Westry.keith@epa.gov.

Sincerely,

[OFFEROR]

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

STANDARD CONTRACTOR
PAST PERFORMANCE QUESTIONNAIRE
SOL-DC-17-00002

This is a past performance questionnaire for The U.S. Environmental Protection Agency (EPA) to obtain past performance information on the contractor listed below. You should have received this questionnaire along with a Client Authorization Letter from the contractor listed below asking for your cooperation in completing this questionnaire. Information obtained in this questionnaire is for the sole purpose of evaluating the contractor's past performance history to assist EPA in determining the best value for award of a contract resulting from our solicitation.

As a reviewer, your participation in this questionnaire is greatly appreciated.

INSTRUCTIONS:

To complete this questionnaire, the contractor should:

1. Complete the CONTRACT DATA on the next page of this questionnaire.
2. Forward this questionnaire along with a Client Authorization Letter to the reviewer.

To complete this questionnaire, the reviewer should:

1. Review the CONTRACT DATA on the next page of this questionnaire.
2. Complete the RATINGS section on the next page of this questionnaire by evaluating and assigning a rating for quality, cost control, timeliness of performance, business relations, and customer satisfaction. Include a narrative for each rating if appropriate
3. Review and complete the ADMINISTRATIVE INFORMATION table on the next page of this questionnaire.
4. Return the questionnaire to the U.S. EPA by email to westry.keith@epa.gov by 5:00 PM EST. on 05 June, 2018.

QUESTIONS:

If you have any questions about completing or submitting this questionnaire, please contact the Contract Specialist for this acquisition, Keith Westry at westry.keith@epa.gov.

CONTRACT DATA:

Contract Number:		Contractor Name:	
Contract Title:		Contractor Address:	
Contract Value:		Contractor DUNS:	
Contract Type:		Contract Award Date:	
Agency/Org. Name:		Reporting Period (Start):	
Contracting Office:		Reporting Period (End):	
Task Order Number:		Task Order Value:	
Task Order Title:		Task Order Award Date:	
		Reporting Period (Start):	
Task Order Type:		Reporting Period (End):	

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

RATINGS:

Please check the appropriate Rating for each Performance Element.

Rating	Unsatisfactory	Marginal	Satisfactory	Good	Excellent
<i>Performance Element</i>					
1. Quality of Product or Service					
2. Effectiveness of Cost Control					
3. Timeliness of Performance					
4. Business Relations					

1. Remarks on Excellent performance:
(Provide data supporting this observation. You may continue on a separate sheet if needed.)

2. Remarks on Unsatisfactory performance:
(Provide data supporting this observation. You may continue on a separate sheet if needed.)

3. Identify any corporate affiliations with the offeror.

4. Would you do business with this firm again?

ADMINISTRATIVE INFORMATION:

5. Information provided by:

Agency/Firm:

Name:

Phone:

Title:

Mailing Address:

Fax:

E-mail:

ATTACHMENT 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's

accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 6

QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
TASK ORDERS

QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE REQUIREMENT	PERFORMANCE MEASURE (PM)	PERFORMANCE STANDARD	SURVEILLANCE METHOD	INCENTIVES & DISINCENTIVES
<p><u>MANAGEMENT AND COMMUNICATION:</u></p> <p>The contractor shall maintain contact with the EPA Contracting Officer (CO), Contracting Officer Representative (COR), and Task Order Contracting Officer Representative (TOCOR) throughout the performance of the contract.</p>	Contractor shall immediately bring potential problems to the appropriate EPA personnel and shall recommend actions that would mitigate or resolve the problem.	Issues that impact project schedules and costs shall be brought to the attention of the EPA within 3- business days of occurrence.	All active task orders will be reviewed by the EPA to identify unreported issues.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Business Relations in the Contractor Performance Assessment Reporting System (CPARS).
<p><u>TIMELINESS:</u></p> <p>For every Task Order awarded establishing a firm, specific delivery date for the generation of a report, the contractor shall deliver such report to the COR, TOCOR and CO no later than the time specified in the order's PWS.</p>	Deliverables and related work must comply with contractual timeliness requirements. The contractor will be evaluated on its responsiveness to all task orders.	95% of all deliverables and related work shall be completed on time within task schedule and/or tech. direction requirements.	100% inspection of all deliverables and related work by the TOCOR; TOCOR will document the timeliness of all work requirements.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation of Timeliness in the Contractor Performance Assessment Reporting System (CPARS).
<p><u>TECHNICAL QUALITY:</u></p> <p>For every task order awarded, the analyses conducted by the contractor shall be factual, defensible, credible, and based on sound scientific methods. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with the agency requirements outlined in the task orders.</p>	All deliverables and related work must be complete, accurate, thorough, and professionally credible.	Data are 100% accurate; review demonstrates a high level of expertise and credibility with regard to personnel and use of scientific methodology. Task Orders shall be conducted in strict conformance with approved QA plans. Outputs shall withstand internal review by the US EPA and outside scientific reviewers.	EPA Staff will conduct secondary reviews of work completed by the contractor. Feedback will be provided.	Performance will be considered in the award of subsequent task orders and will be factored into the annual evaluation in the category of Quality of Product or Service in the Contractor Performance Assessment Reporting System (CPARS).

ATTACHMENT 7

Agency Access Badge Requirements for On-Site Contractor Personnel

Agency Access Badge Requirements for On-Site Contractor Personnel

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for Six Months or Less**

Contractor employees needing unescorted physical access to a controlled EPA facility¹ for six months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).

- **For Unescorted Access for More than Six Months**

Contractor employees needing unescorted access to a controlled EPA facility for more than six months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). “Initiated” means that all initial security requirements have been met (i.e., paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1(c). This applies also to incumbent contractors’ employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory

¹ A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

information to preclude a favorable determination. Timely submission of contractor employees' security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information upon which a contractor employee is unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacement employees acceptable to the EPA.

The EPA may make a determination of a contractor employee's fitness at any of the following points:

- When the EPA prescreens the individual's security forms. "Red flag" issues include:
 - Having been fired from a previous job or having left under unfavorable circumstances within the past five years (or longer, depending on the security form questions and type of investigation);
 - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
 - Within the past five years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
 - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past five years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

1) Initial On-Site Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use e-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award, or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security Number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA program office

or regional office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.

- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

2) Requirements for Contractor Employees Needing Unescorted Access for Six Months or Less

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
 - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
 - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
 - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4(b)).

3) Requirements for Contractor Employees Needing Unescorted Access for more than Six Months

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate- or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level, and who have worked for or on behalf of the federal government without a break in service since the investigation was completed, may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI

fingerprint check, and have favorable fingerprint results returned before beginning work on-site at EPA.

- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
 - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at www.opm.gov/forms. Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
 - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at http://www.opm.gov/forms/pdf_fill/of0306.pdf. Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
 - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
 - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
 - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
 - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4(b)). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

4) Ongoing Contractor Security Responsibilities

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-

site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.

- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; or (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

Attachment 8

Homeland Security Presidential Directive 12 (HSPD 12): Agency Personal Verification Procedures for Contractor Personnel October 2006

Background: HSPD-12, signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement Agency Personal Verification Procedures for Contractor Personnel, the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected

at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>) .At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA

information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the Continuation Space@ on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the red flag@ issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees= work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- AEPA Information System@ means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- AEPA Controlled Facilities@ means:
 - ☐ EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;

- ☐ EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
 - ☐ Government-owned contractor-operated facilities, including laboratories;
 - ☐ The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- Foreign National@ means an individual who is not a United States citizen.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 05/08/2018		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE HPOD		7. ADMINISTERED BY (If other than Item 6) CODE	
HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. 68HE0H18R0022	
				9B. DATED (SEE ITEM 11) 05/08/2018	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to inform industry that this solicitation number has been changed, this requirement will be solicited under solicitation 68HE0H18R0024. Please refer to 68HE0H18R0024 for any additional changes. Due dates remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Keith Westry	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED